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\*101956390A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/10/2002

REEL/FRAME: 012476/0137  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
GENESOFT, INC.

DOC DATE: 10/04/2001

ASSIGNEE:  
CALIFORNIA INSTITUTE OF TECHNOLOGY  
1200 EAST CALIFORNIA BLVD. MS  
PASADENA, CALIFORNIA 92115

SERIAL NUMBER: 09414611  
PATENT NUMBER:

FILING DATE: 10/08/1999  
ISSUE DATE:

SERIAL NUMBER: 09921514  
PATENT NUMBER:

FILING DATE: 08/01/2001  
ISSUE DATE:

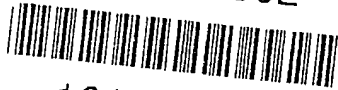
TONYA LEE, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

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025098-3102

01-23-2002



101956390

PATENT

ER SHEET

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

## 1. Name of conveying party(ies)

GeneSoft, Inc.

11/10/02

## 2. Name and address of receiving party(ies):

2002  
California Institute of Technology  
1200 East California Blvd. MS.  
Pasadena, CA 92115

Additional conveying party(ies) NO

## 3. Nature of conveyance:

ASSIGNMENT

Execution Date:

10/04/01

Additional name(s) &amp; address(es) attached? NO

## 4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

## A. Patent Application Number(s):

09/414,611

~~09/921,514~~

## B. Patent Number(s):

Additional numbers attached? NO

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Michael A. Whittaker  
FOLEY & LARDNER  
P.O. Box 80278  
San Diego, California 92138-0278

## 6. Total number of applications/patents involved: 2

## 7. Total fee (37 C.F.R. § 3.41): \$80.00

☒ Check Enclosed

Charge to deposit account

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## 9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Michael A. Whittaker

October 18, 2001

Name of person signing

Signature

Date

01/22/2002 GTOW11 00000188 09414611

Total number of pages including cover sheet, attachments, and document: 3

01 FC:581

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023.203689.1

ASSIGNMENT AND AGREEMENT

*WHEREAS*, GeneSoft, Inc., 7300 Shoreline Court, South San Francisco, CA 94080; (hereinafter referred to singly and collectively as "ASSIGNOR") has invented a certain invention entitled **PREPARATION AND USE OF BIFUNCTIONAL MOLECULES HAVING DNA SEQUENCING BINDING SPECIFICITY** (Atty. Dkt. No. 025098-3101 and 025098-3102) for which applications for United States Letters Patent were filed on October 8, 1999 as Application No. 09/414,611 and August 1, 2001 as Application No. 09/921,514; and

*WHEREAS*, California Institute of Technology, a corporation duly organized and existing under the laws of the State of CA, and having its principal place of business at 1200 East California Blvd. MS, Pasadena, CA 92115 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

*NOW THEREFORE*, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

*ASSIGNOR HEREBY AUTHORIZES AND REQUESTS* the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

*ASSIGNOR HEREBY AGREES* (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful

papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

*ASSIGNOR HEREBY REPRESENTS AND WARRANTS* that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

*ASSIGNOR HEREBY GRANTS* to the law firm of *Foley & Lardner* the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

*ASSIGNOR UNDERSTANDS AND AGREES* that the attorneys and agents of the law firm of *Foley & Lardner* do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

GENESOFT, INC.

Executed this 4<sup>th</sup> day of Oct., 2001.

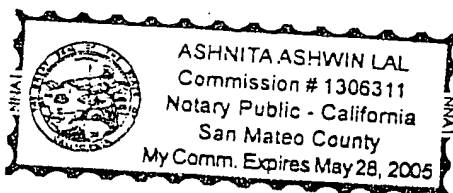
By:

*Yuan Chao*  
YUAN CHAO  
Vice President of Intellectual Property

State of CALIFORNIA )  
County of SAN MATEO ) ss.

On this 04 day of OCTOBER, 2001, before me, a notary public in and for said county, appeared, YUAN CHAO who is personally known to me to be the same person whose name is subscribed to the foregoing instrument; and he/~~she~~ acknowledged that he/~~she~~ signed, sealed, and delivered the said instrument as his/~~her~~ free and voluntary act for the uses and purposes therein set forth.

(Seal)



*Ashnita Ashwin Lal*  
Notary Public  
My Commission Expires: MAY 28<sup>th</sup>, 2005